

A. G. Contract No. KR911966TRD
ECS File: JPA 91-41
Project: F-029-1-508/H 2369 01D
Section: SR-69 @ Spring Valley

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND

THE MAYER UNIFIED SCHOOL DISTRICT #43

THIS AGREEMENT is entered into 3 September, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
MAYER UNIFIED SCHOOL DISTRICT No. 43, acting by and through its
School Board (the "District").

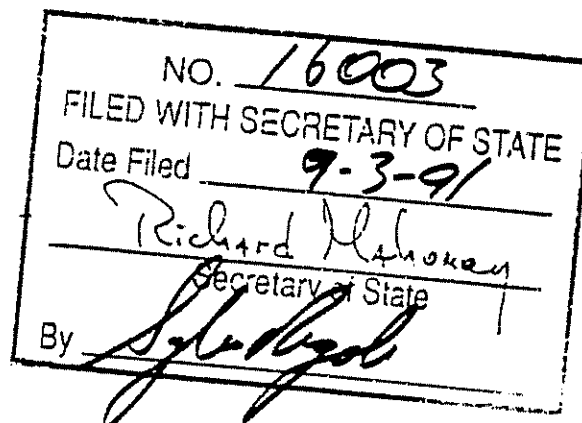
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The District is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the District.

3. Incident to an improvement project to SR-69 the State
has in progress, the District has requested, and the State has
agreed, to construct a right turn lane at the entrance to Mayer
High School, at approximately Station 3370.12, at an estimated
cost of \$11,955.00, at District expense, hereinafter referred
to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents necessary for construction bidding and construction. Incorporate the District review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Obtain the concurrence of the District on any contractor Project modification(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project and provide maintenance. Invoice the District for the reasonable direct actual cost of the Project, in an amount not to exceed \$11,955.00.

2. The District will:

a. Review design documents and provide comments.

b. Reimburse the State within thirty (30) days after receipt of the invoice, in an amount not to exceed \$11,955.00.

c. Be responsible for any contractor claims for extra compensation attributable to the District.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E, Mail Drop 616E
Phoenix, AZ 85007


Mayer Unified School District No. 43
ATTN: Superintendent of Schools
17300 East Mule Deer Drive
Mayer, AZ 86333

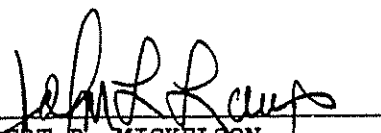
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MAYER UNIFIED SCHOOL DISTRICT
No. 43

STATE OF ARIZONA
Department of Transportation


By 
JAMES RHOADES
Superintendent

By 
ROBERT F. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 2nd day of April 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Mayer Unified School District No. 43 for the purpose of defining responsibilities for the design and construction of a right turn lane on SR-69 at Mayer High School.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



Per JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

be eligible for athletics if she meets the standards outlined in her IEP. This process would be like that used for special education students. Noreen Passmore motioned for postponement of this matter until Mr. Rhoades could investigate LEP requirements with someone at Arizona Department of Education. She also indicated that the student in question would be declared ineligible as long as she fails to meet eligibility requirements. Dean Cameron seconded the motion and it passed 3-0 with Phyllis Gates abstaining.

- 8.8 Consideration of pay increases for extra driving at budget time
Mr. Rhoades said the pay for extra driving has not be increased for about 10 years. He indicated the current rate is \$6.00 per hour with \$7.00 paid for out-of-town driving trips. If so directed, Mr. Rhoades said he would like to have these rates changed to \$8.00 and \$9.00 per hour for next year's budget. Dean Cameron made a motion adopting the new driver rates for extra hours worked at \$8.00 and \$9.00 beginning in 1991-92. Noreen Passmore seconded the motion and it carried.

- 8.9 Changes to policies GBP, EEACD, and IGAG
Mr. Rhoades mentioned that policy GBP is referred to as the "whistle-blowers law" and is titled Prohibited Personnel Practices, protecting employees who report matters of public concern. Dean Cameron motioned to adopt policy GBP, seconded by Noreen Passmore and carried.

Policy EEACD is an addition for the drug and alcohol testing of all transportation employees as required by Arizona Revised Statutes. Noreen Passmore made a motion for approval of this policy, seconded by Phyllis Gates and carried.

Policy IGAG, regarding the teaching of drugs and alcohol, is being amended to include the effects of these substances on the human fetus. Mr. Rhoades said the district's program on drugs and alcohol includes grades 6-12. Phyllis Gates motion for approval, seconded by Dean Cameron and passed 3-1 with Rink Goswick dissenting.

- 8.10 Intergovernmental Agreement with state transportation
Mr. Rhoades presented a letter from Robert Schneider at the Department of Transportation which outlined the project and costs for the high school right turn drive-way connection. Mr. Rhoades said the \$11,200 cost presented would be very reasonable for the work. There was some concern on the part of the Board that the cost could escalate before the work was done. Mr. Rhoades stated the adjacent ways section of the budget would pay for this expenditure. Dean Cameron made a motion approving the Intergovernmental Agreement with the Department of Transportation inserting a clause that would allow the Board to monitor costs and make available an option to deny participation if costs became unreasonable. Noreen Passmore seconded the motion presented and it carried 3-1 with Rink Goswick dissenting.

- 3.11 Resolution exempting Limited English Proficient students from district achievement testing
Mr. Rhoades said each year we request an exemption from testing LEP students. Mr. Head said if we do test, we must count their results with all others. Dean Cameron approved a resolution excluding limited English proficient students from the achievement testing process, seconded by Phyllis Gates and passed.

JPA 91-41

APPROVAL OF THE SCHOOL DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the MAYER UNIFIED SCHOOL DISTRICT #43 and declare this agreement to be in proper form and within the powers and authority granted to the School District under the laws of the State of Arizona.

DATED this 22nd day of August, 1991.

Victoria E. Wiles

Attorney Deputy County Attorney
Havapai County Attorney's
Office

1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert F. Corbin
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-1966TRD , an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of August , 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

SVERDRUP

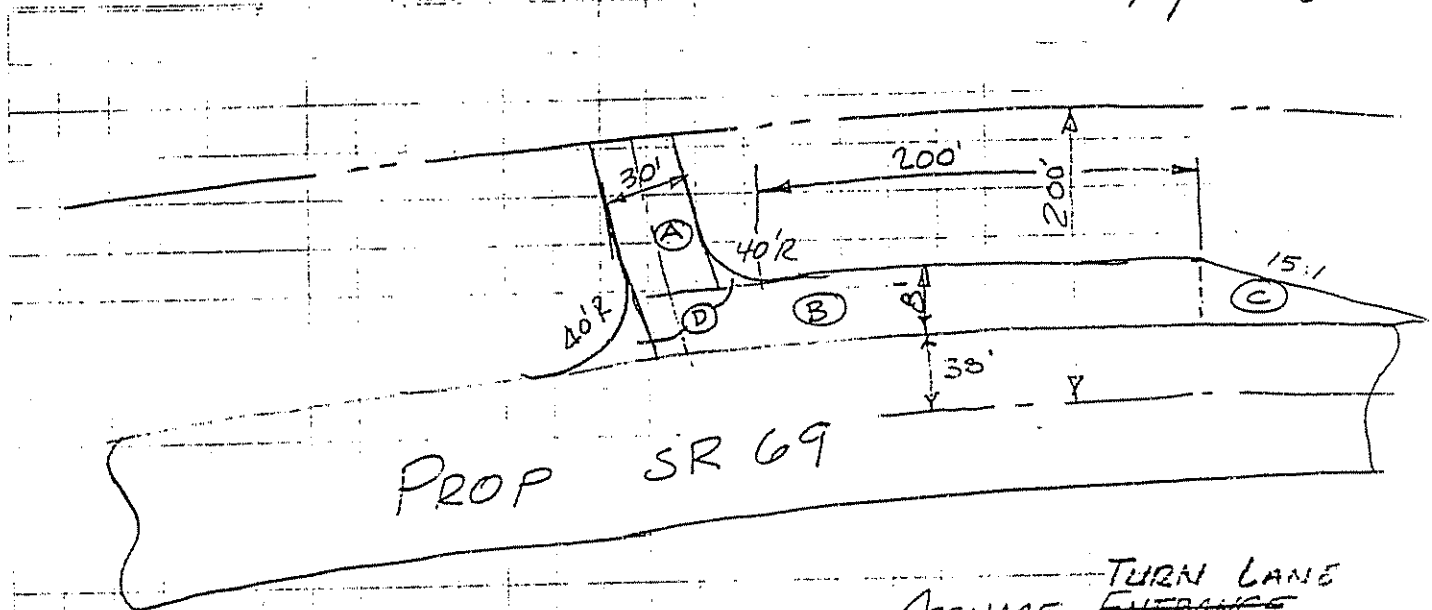
JOB CORDES JCT. - MAYER

SHEET NO 1 OF 2

DATE 9-4-90

COMPUTATIONS FOR MAYER U.S. TURNOUT
Sta 3370+12±

BY JLC CHKD MRA
REVISION 9/10/90 JLC



TURN LANE
ASSUME ENTRANCE

SECTION OF 6" AC
12" AB

DRIVEWAY SECTION

Pavement Area

$$\begin{aligned} A &= 154(30) = 4,620 \\ B &= 270(8) = 2,160.0 \\ C &= 120(8) \div 2 = 480.0 \\ D &= (40)(80) - \pi(40)^2/2 = 686.7 \end{aligned}$$

2" AC
8" AB

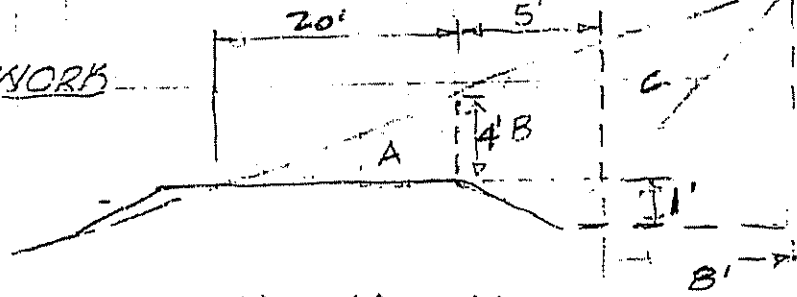
$$TOT = 7,946.7 \text{ S.F.} = \underline{883 \text{ S.Y.}}$$

CULVERT PIPE

24" ϕ

$$LENGTH = 30 + (4 \times 3 \times 2) = 54 \text{ L.F. } 24" \phi \text{ CMP}$$

EARTHWORK



$$\begin{aligned} AREA &= \frac{20 \times 4}{2} + \frac{5(1)}{2} + 5(3) + \frac{8(2)}{2} \\ &= 66' \end{aligned}$$

$$VOL = \frac{(66 + 66)}{2} \times 54 = 1986 \text{ C.Y.}$$

SVERDRUP

JOB Cordes Jct. - MayerSHEET NO. 2 OF 2DATE 9-5-90COMPUTATIONS FOR MAYER H.S. TURNOUTBY JLC CHKD MRAASPHALTIC CONCRETE

$$\text{VOLUME} = \frac{3326.7}{7946.7} \times 0.5 = \frac{1663.4}{7946.7} \text{ C.F.} \quad \text{TOTAL} = 2433.4$$

$$4620 \times 2/12 = 770$$

$$\frac{2433.4}{3973.4} \times 145 \text{ #/C.F.} = 2000 = 17288 \text{ TONS}$$

$$\text{ASPH. CEMENT} = \frac{177}{177} \times 0.06 = 11 \text{ TONS}$$

$$\text{ASPH. MINERAL ADMIXTURE} = \frac{177}{177} \times 0.05 = 9 \text{ TONS}$$

AGGREGATE BASE

$$\text{VOLUME} = \frac{3326.7}{7946.7} \times 1.0 = \frac{3326.7}{7946.7} \text{ C.F.} = 294 \text{ C.Y.}$$

$$4620 \times 8/12 = 3080$$

$$\frac{3080}{6406.7} = 237 \text{ C.Y.}$$

COST ESTIMATE

$$24" \phi \text{ CMP} \quad 54 \text{ L.F.} \times \$30.00 = \$1,620$$

$$\text{EXCAVATION} \quad 200 \text{ C.Y.} \times \$2.50 = 500$$

$$\text{ASPHALTIC CONCRETE} \quad \frac{177}{288} \text{ T.} \times \$20.00 = \frac{3,540}{1,760}$$

$$\text{ASPHALT CEMENT} \quad \frac{11}{11} \text{ T.} \times \$130.00 = \frac{1,430}{1,210}$$

$$\text{MINERAL ADMIXTURE} \quad \frac{9}{9} \text{ T.} \times \$90.00 = \frac{810}{1,350}$$

$$\text{AGGREGATE BASE} \quad \frac{237}{294} \text{ C.Y.} \times \$15.00 = \frac{3,555}{4,410}$$

$$\#15,250$$

$$\#11,455$$

NOTE: 9-10-90 Cost of A.C., Asphalt may rise. Could cost the School District an additional \$200 - \$500. It all depends on prices at the time. *Ginger Munday*